

**ITEL**

MAY 13 1988 11 15 AM

April 29, 1988

INTERSTATE COMMERCE COMMISSION ITEL Rail Corporation

55 Francisco Street  
San Francisco, California 94133  
(415) 984-4000

Hon. Noreta R. McGee  
Secretary  
Interstate Commerce Commission  
Washington, DC 20423

5/13/88  
13

Re: Amendment No. 1 dated as of April 14, 1988, to the Lease Agreement dated as of August 15, 1985, between Itel Railcar Corporation, as successor in interest to Evans Railcar Leasing Company, and SouthRail Corporation, as successor in interest to Gulf & Mississippi Railroad Corporation (the lease to which this document amends is attached)

Dear Ms. McGee:

On behalf of Itel Rail Corporation, the above instrument, in four (4) counterparts, is hereby submitted for filing and recording pursuant to 49 U.S.C. Section 11303(a), along with the \$13 recordation fee.

Please record this Amendment under a new recordation number.

The parties to the aforementioned instrument are listed below:

Itel Railcar Corporation (Lessor)  
55 Francisco Street  
San Francisco, California 94133

SouthRail Corporation (Lessee)  
111 E. Capitol Street  
Jackson, Mississippi 39201

This Amendment covers thirty-two (32) boxcars bearing reporting marks GMSR 49501-49569 (n.s.).

Please return to the undersigned the stamped counterparts not required for filing purposes, together with the ICC fee receipt and acknowledgment letter.

Very truly yours,

*Patricia Schumacker*  
Patricia Schumacker  
Legal Department

PS:  
Enclosures

1 5638  
REGISTRATION NO. FILED

04/05/88

MAY 13 1988 11 13 AM

AMENDMENT NO. 1

INTERSTATE COMMERCE COMMISSION

THIS AMENDMENT NO. 1 ("Amendment") to that certain Lease Agreement dated as of August 15, 1985, (the "Agreement") between ITTEL RAILCAR CORPORATION, as successor in interest to Evans Railcar Leasing Company ("Lessor"), and SOUTHRAIL CORPORATION, as successor in interest to Gulf & Mississippi Railroad Corporation ("Lessee"), is made as of this 14th day of April, 1988, between Lessor and Lessee.

## R E C I T A L S:

- A. Lessor and Gulf & Mississippi Railroad Corporation ("GMSR") entered into the Agreement and Schedule 2 to the Agreement pursuant to which thirty-two (32) boxcars bearing the reporting marks listed on such Schedule (the "Cars") were leased by Lessor to GMSR.
- B. Effective as of April 14, 1988, GMSR assigned all of its rights and obligations under the Agreement, as lessee, to Lessee.
- C. Lessor and Lessee desire to amend certain provisions of the Agreement, concurrent with GMSR's assignment of its rights and obligations under the Agreement to Lessee.

NOW THEREFORE, the parties hereto agree to amend the Agreement as follows:

- 1. All terms defined in the Agreement shall have their defined meanings when used in this Amendment.
- 2. This Amendment shall be effective as of April 14, 1988.
- 3. The defined word "Evans" is replaced by the defined word "Lessor" each time it appears in the Agreement.
- 4. The words "as Lessor may designate" in Section 10 of the Agreement are replaced by the words "or any interchange point on Lessee's lines as Lessor may designate in writing. At Lessor's option, Lessee shall use its best efforts to load each Car off of its lines to a point as near as possible to a point or points designated by Lessor in writing."
- 5. All notices to Lessor shall be sent as required in Subsection 15(b) to:

Itel Railcar Corporation  
55 Francisco Street  
San Francisco, California 94133

6. Subsection 15(d) of the Agreement is replaced by the following:

"Lessee's rights shall be subject and subordinate to the rights of any owner or secured party under any financing agreement pursuant to which Lessor's obligations thereunder are or become secured by the Cars. Accordingly, following notice to Lessee from any such secured party or owner that an event of default has occurred at any time (including at a time prior to the effective date of this Agreement), and is continuing under such financing agreement, such party may require either or both that rentals and other sums due hereunder shall be paid directly to such party, and that the Cars immediately be returned to such party."

7. A new Section 16 is added to the Agreement as follows:

"Lessee shall be responsible for the Cars: (i) while in Lessee's possession or control; and (ii) in the same manner and under the same circumstances that Lessee is responsible under the Interchange Rules for similar equipment not owned by Lessee. Lessee shall, at all times while this Agreement is in effect, at its own expense, cause to be carried and maintained: (i) all-risk, physical loss or damage insurance with respect to the Cars while on Lessee's tracks or in Lessee's care, custody or control; and (ii) public liability insurance with respect to third party personal injury and property damage, in each case in such amounts and for such risks and with such insurance companies as are satisfactory to the Lessor. All insurance shall be taken out in the name of Lessee and shall name Lessor, any financing party designated by Lessor by written notice to Lessee ('Financing Party') and any assignee of Lessor as additional named insureds and shall also list Lessor, Financing Party and any assignee of Lessor as loss-payees on the insurance policies. Said policies shall provide that Lessor, Financing Party and any assignee of Lessor shall receive thirty (30) days prior written notice of any material changes in coverage or cancellation thereof. In the event that Lessee fails to place insurance, or said insurance expires, Lessor has the right to purchase insurance to protect all interested parties and Lessee shall pay the cost thereof. With respect to the additional insureds, Lessee's insurance policies shall be primary to any other valid and available insurance ('Other Insurance') effected by, or for, the additional insureds. Lessee shall require its insurer specifically to waive subrogation, claim and recovery with respect to any Other Insurance. Any and all deductibles in the described policies shall be paid by Lessee."

Each policy obtained by Lessee pursuant to this Section shall be in accordance with the above terms and conditions, and such terms and conditions shall be set forth on the Certificate of Insurance provided to Lessor pursuant to this Section. Lessee shall furnish to Lessor concurrently with execution hereof, and within thirty (30) days of receipt of a written request from Lessor, and at intervals of not more than twelve (12) calendar months from execution hereof, Certificates of Insurance evidencing the aforesaid insurance."

8. Except as expressly modified by this Amendment, all terms and provisions of the Agreement shall remain in full force and effect.
9. This Amendment may be executed by the parties hereto in any number of counterparts and all such counterparts taken together shall be deemed to constitute one and the same instrument.

ITTEL RAILCAR CORPORATION

SOUTHRAIL CORPORATION

By: *J. D. Hayes*

By: *Mark M. Lewis*

Title: *President*

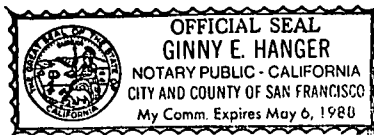
Title: *General Counsel*

Date: *April 20, 1988*

Date: *April 14, 1988*

STATE OF CALIFORNIA       )  
                                      ) ss:  
COUNTY OF SAN FRANCISCO )

On this 20th day of April, 1988, before me personally appeared Desmond P. Hayes, to me personally known, who being by me duly sworn says that such person is President of ITEL Railcar Corporation, that the foregoing Amendment No. 1 was signed on behalf of said corporation by authority of its board of directors, and such person acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.



Ginny E. Hanger  
Notary Public

STATE OF New York )  
                                      ) ss:  
COUNTY OF New York )

On this 14th day of April, 1988, before me personally appeared Mark C. Leven, to me personally known, who being by me duly sworn says that such person is Gen Counsel of SouthRail Corporation, that the foregoing Amendment No. 1 was signed on behalf of said corporation by authority of its board of directors, and such person acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Carmen Maria Acosta  
Notary Public  
CARMEN MARIA ACOSTA  
Notary Public, State of New York  
NO. 03-4638047  
Qualified in Bronx County  
Certificate filed in New York County  
Commission Expires August 31, 1988

Lot 2134-71  
Fully executed copy

*Lessee*

## LEASE

AGREEMENT made and entered into this 15th day of August, 1985 between

EVANS RAILCAR LEASING COMPANY  
an Illinois corporation (hereinafter called "Evans")

and

GULF & MISSISSIPPI RAILROAD CORPORATION  
(hereinafter called "Lessee")

## RECITALS

Lessee desires to lease from Evans as Lessor certain railroad cars, hereinafter specifically designated or to be specifically designated, all upon the rentals, terms and conditions as set forth in this Lease.

## AGREEMENT

It is agreed:

1. Lease of Cars. Evans agrees to lease to Lessee and Lessee agrees to and hereby lease from Evans that number of railroad cars, of the type, construction and such other description (hereinafter referred to as the "Cars") as is set forth in Schedule 1 of this Lease and as is set forth in Schedules which may from time to time be added to this Lease. The Cars covered by this Lease are those which shall be delivered to and accepted by or on behalf of Lessee pursuant to the terms hereof. This Lease shall become effective with respect to any Car as of the date of its delivery and acceptance hereunder and shall continue with respect to such Car for the term provided in the Schedule covering such Car unless sooner terminated as hereinafter provided. Evans shall deliver Cars f.o.t., at the delivery point specified in the Schedule covering such Cars. From and after such delivery, Lessee shall pay all costs and expenses on account of transportation or movement of the Cars to and from any place and for any reason whatsoever.

2. Rental. Rental shall be equivalent to the Actual Car Hire multiplied by the percentage stated in the applicable Schedule. For the purpose of this Lease, Actual Car Hire shall be defined as all sums collected on account of the use of the Cars for a given calendar year, including but not limited to mileage earnings, straight car hire and incentive car hire, without reduction for car hire reclaims by railroads or shippers; or payments made to move the Cars to any point for loading as a result of ExParte 346-8 (Deregulation of Boxcars) or any superseding rulings, regulations or amendments regarding the deregulation of rolling stock. Lessee will not be required to make car hire payments while the cars are on the Lessee's railroad.

Although rental is based on a calendar year, Lessee shall perform the foregoing calculations for each individual month during the Lease Term and shall pay rental to Evans based on such calculations. It is understood, however, that the information which is necessary to perform such calculations is customarily unavailable for use until approximately 90 days following the end of the month in question; therefore, it is agreed that the calculation for each month shall be performed within the 90 day period following the close of each month and payment shall be made to Evans within 30 days thereafter. In addition to the monthly calculation, rental shall be reconciled quarterly and annually. If such reconciliations indicate that an adjustment is necessary to conform rental payments to the calendar year rental basis, then the Lessee or Evans, as the case may be, shall pay the other the adjustment amount within 30 days after such amount is determined. As with the monthly calculation, it is understood that the information necessary to perform the quarterly and annual reconciliations will be available approximately 90 days after the close of the applicable quarter or month.

3. Acceptance of Cars. Within three (3) days after Evans shall give Lessee notice that some or all Cars covered by a Schedule are ready for delivery, Lessee may have its authorized representative inspect such Cars at the point of delivery and accept or reject them as being or failing to be in compliance with the terms hereof. Cars so inspected and accepted and any Cars which Lessee does not elect to inspect shall be conclusively deemed to meet all requirements of this Lease and shall be conclusively deemed delivered to and accepted by Lessee.

4. Records. Lessee shall keep records of and monitor the use and movements of all Cars and shall provide to Evans all information and copies of all records and reports, pertaining to the Cars received by Lessee or available to it. Evans shall have the right at any time and from time to time to audit and verify any such information, records and reports and other data pertinent hereto and Lessee shall cooperate with and assist Evans in any such audit or verification. Lessee will at Evans' expense take all appropriate action to record and register the Cars as Evans may request. In addition, if Lessee knows of the initial loading of any of the Cars, Lessee shall promptly thereafter notify Evans of the date, handling railroad and destination of such initial loading.

5. Use - Lettering. Lessee shall use the Cars in a careful and prudent manner in compliance with all Interchange Rules and solely for the uses for which they were designed. From and after the delivery of a Car to Lessee, so long as Lessee shall not be in default hereunder, Lessee shall be entitled to the use of the Car for the full term of this Lease, but solely within the continental limits of the United States of America. Except for the lettering to be placed on the Cars by Evans prior to delivery indicating the interest of Lessee, Evans and any

assignee or mortgagee of Evans as permitted in Paragraph 11 hereof, no lettering or marking shall be placed upon any of the Cars by Lessee except upon the written direction or consent of Evans. Lessee shall give preference and shall load the Cars prior to loading similar railroad cars leased from other parties or purchased by Lessee subsequent to the date of this Lease or interchanged with the other railroads, provided, however, that this shall in no event prevent or prohibit Lessee from fulfilling its obligations to provide transportation and facilities upon reasonable request to shippers on its railroad tracks, and provided further, Lessee shall not have to give priority to the loading of the Cars at the expense of unreasonably disrupting Lessee's normal operations.

6. Repair Work. Except as otherwise provided herein, Evans shall at its sole cost and expense perform all Repair Work or authorize or cause same to be done. Lessee shall at its sole cost and expense perform or cause to be performed all Repair Work required by reason of the negligence of Lessee or an affiliate of Lessee. Evans shall have a duty to promptly perform Repair Work for which it is responsible, but such obligation shall not commence until Evans is informed of the need for such Repair Work. Evans may require Lessee to return Cars for preventive maintenance or Repair Work and may withdraw from this Lease any Cars which it in its sole discretion deems uneconomical for Repair Work of any kind.

7. Casualty Cars. Evans shall bear the risk of any Car which is lost, stolen, destroyed or damaged beyond economical repair ("Casualty Car") other than on Lessee's lines. Lessee shall bear the risk of and be responsible for any Car which is lost, stolen, destroyed or damaged beyond economical repair on its lines and shall within thirty (30) days after the occurrence of any such event, pay to Evans the amount provided in the Interchange Rules to be paid for such Casualty Car. This Lease shall terminate as to any Casualty Car on the date on which the casualty occurred. All payments for Repair Work or in connection with the loss of any Casualty Car due from third parties shall be assigned to and belong to Evans and Lessee shall cooperate with Evans in the prosecution and collection of all claims therefor.

8. Indemnities. Lessee agrees to indemnify Evans and hold it harmless from any loss, expense or liability which Evans may suffer or incur from any charge, claim, proceeding, suit or other event which in any manner or from any cause arises in connection with the use, possession, or operation of the Cars while subject to this Lease, excepting only any such loss, expense or liability which arises solely from Evans' negligence. The indemnities and assumptions of liability herein contained shall survive the termination of this Lease. Each party shall, upon learning of same, give the other prompt notice of any claim or liability hereby indemnified against.



9. Taxes. Evans shall be liable for and pay all Federal, State or other governmental property taxes assessed or levied against the Cars except that Lessee shall be liable for and pay such taxes when the Cars bear reporting marks other than Evans'. Lessee shall be liable at all times for and shall pay or reimburse Evans for payment of (i) all Federal, State or Local sales or use taxes imposed upon or in connection with the Cars, this Lease, or the manufacture, acquisition, or use of the Cars for or under this Lease, (ii) all taxes, duties or imposts assessed or levied on the Cars or this Lease by a foreign country and/or any governmental subdivision thereof and (iii) all taxes or governmental charges assessed or levied upon its interest as Lessee of Cars.

10. Termination. This Lease shall terminate upon expiration of its term, at election of either party hereto by reason of the default or breach of the other party in the terms hereof, or upon the election of Evans as hereinafter provided. In the event that average monthly rentals received for all cars in any calendar quarter as defined in Paragraph 2 are less than the Minimum Average Daily Rental Per Car as specified in the applicable Schedule, which shall be net of any voluntary payments made by Evans to move the Cars to any point for loading as a result of ExParte 346-8 (Deregulation of Boxcars) or any superseding rulings, regulations or amendments regarding the deregulation of rolling stock, then Evans may at its option upon thirty (30) days notice to Lessee terminate this Lease in its entirety, or terminate the Lease as to any or all of the Cars subject to this Lease or any Schedule hereto. Lessee shall at the termination of the Lease with respect to any Cars return such Cars to Evans in the same condition (except to Casualty Cars) in which the Cars were furnished and maintained by Evans during the term hereof, ordinary wear and tear excepted. Upon the termination of this Lease with respect to any or all Cars, Lessee shall at its sole cost and expense forthwith surrender possession of such Cars to Evans' Ozark, AL or Ashland City, TN railcar facility. Lessee shall provide free storage for a period of up to 90 days for Cars as to which the Lease is terminated. This Lease may be terminated as to all Cars or as to any group of Cars covered by a Schedule without termination of the Lease as to Cars covered by any other Schedule. From and after termination of this Lease with respect to any Car and until its return to Evans all amounts earned by such Car shall be paid to Evans as defined in Paragraph 2, "Rental".

is Evans may  
designate.

*EWM*  
*ADMS*

*EWM*  
*ADMS*

11. Sublease and Assignment. The right to assign this Lease by either party and the Lessee's right to sublease shall exist only as follows:

(a) Lessee shall have no right to assign or sublease or loan the Cars without the prior written consent of Evans.

(b) all rights of Evans under this Lease may be assigned, pledged, mortgaged, transferred or otherwise disposed of either in whole or in part and Evans agrees to give notice to Lessee within 30 days of such assignment, pledge, mortgage, transfer or other such disposition. This Lease and Lessee's rights hereunder are and shall be subject and subordinate to any chattel mortgage, security agreement or equipment trust covering the cars heretofore or hereafter created by Evans.

If Evans shall have given written notice to Lessee stating the identity and post office address of any assignee entitled to receive future rentals and any other sums payable by Lessee hereunder, Lessee shall thereafter make such payments to the designated assignee.

The making of an assignment or sublease by Lessee or an assignment by Evans shall not serve to relieve such party of any liability or undertaking hereunder nor to impose any liability or undertaking hereunder upon any such assignee or sublessee except as otherwise provided herein or unless expressly assumed in writing by such sublessee or assignee.

12. Default. If Lessee or Evans shall fail to make any payment required hereunder within five (5) days after same shall have become due or shall breach any representation or warranty contained herein or shall default or fail for a period of ten (10) days in the due observance or performance of any covenant, condition or agreement required to be observed or performed on its part hereunder, or a proceeding shall have been commenced by or against Lessee or Evans under any bankruptcy laws, Federal or State, or other laws for the appointment of a receiver, assignee or trustee of Lessee or Evans or their property, or Lessee or Evans shall make a general assignment for the benefit of creditors, then and in any of said events Evans or Lessee, as the case may be, may in addition to all other rights and remedies provided in law of equity, upon written notice to such effect, terminate this Lease in its entirety or with respect to any group of Cars with respect to which said default has occurred and thereafter recover any and all damages sustained by reason of Lessee's or Evans' default. The obligation to pay rental then or thereafter due or any other sum or sums due and unpaid or any damages suffered by reason of Lessee's or Evans' default hereunder shall survive the termination of the Lease and the retaking of the Cars.

13. Definitions. For all purposes of this Lease the following terms shall have the following meaning:

"Repair Work" - all repairs, maintenance, modifications, additions or replacements required to keep and maintain the Cars in good working order and repair in accordance with and on the effective date of the requirements of all Interchange Rules and preventive maintenance as determined by Evans to keep and maintain the Cars in good working order and repair.

"Interchange Rules" - all codes, rules, interpretations, laws or orders governing hire, use, condition, repair and all other matters pertaining to the interchange of freight traffic reasonably interpreted as being applicable to the Cars, adopted and in effect from time to time be the Association of American Railroads and any other organization, association, agency, or governmental authority, including the Interstate Commerce Commission and the United States Department of Transportation, which may from time to time be responsible for or have authority to impose such codes, rules, interpretations, laws or orders.

14. Representations. Lessee and Evans respectively covenant, warrant and represent that all of the following matters shall be true and correct at all times that any Car is subject to this Lease:

- (a) Each party is a corporation duly organized and validly existing in good standing under the laws of the state of its incorporation and has the corporate power, authority and is duly authorized and qualified to do business wherever it transacts business and such qualification is required, and has corporate power to and has taken all corporate action necessary to enter into this Lease and carry out its obligations hereunder.
- (b) This Lease has been duly executed on behalf of each party and constitutes the legal, valid and binding obligation of the respective parties enforceable in accordance with its term.
- (c) No governmental, administrative or judicial authorization, permission, consent or approval is necessary on the part of either party in connection with this Lease or any action contemplated on its part hereunder, nor will the execution or performance of this Lease violate any law, judgement order or regulation, or any indenture or agreement binding upon either party; and
- (d) Neither party nor their respective counsel know of any requirements for recording, filing or depositing this Lease other than pursuant to Section 20c of the Interstate Commerce Act, which is necessary to preserve or protect the title of Evans or its assignee or mortgagee in the United States of America.

Upon request of Evans or its assignee or mortgagee at any time or times, Lessee shall deliver to Evans an opinion of its counsel addressed to Evans or its assignee or mortgagee, in form and substance satisfactory to Evans or its assignee or mortgagee, which opinion shall confirm the matters set forth in this Paragraph 14 (a) through (d).

15. Miscellaneous.

- (a) This agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors and assigns to the extent permitted herein.
- (b) Any notice required or permitted to be given by one party to another hereunder shall be properly given when made in writing, deposited in the United States Mail, registered or certified, postage prepaid addressed to:

Evans at: East Tower  
2550 Golf Road  
Rolling Meadows, Illinois 60008

Lessee at: 605 Second Avenue North  
Columbus, Mississippi 39701

or such other address as either party may from time to time designate by such notice in writing to the other.

- (c) Lessee shall keep the Cars free from any encumbrances or liens, which may be a cloud upon or otherwise affect Evans' title, which arise out of any suit involving Lessee, or any act, omission or failure of Lessee or Lessee's failure to comply with the provisions of this Lease and shall promptly discharge any such lien, encumbrance or legal process. Lessee shall take all action requested by Evans to confirm Evans' interest in the Cars as Lessor and that Lessee has no interest in the Cars other than as Lessee hereunder.
- (d) So long as Lessee is not in default under this Lease, Lessee shall be entitled to the peaceful and quiet possession of the Cars.
- (e) During the continuance of this Lease, Evans shall have the right, at its own cost and expense, to inspect the Cars at any reasonable time or time wherever the Cars may be. Lessee shall, upon request of Evans, but no more than once every year, furnish to Evans two (2) copies of an accurate inventory of all Cars in service.

IN WITNESS WHEREOF, Evans and Lessee have duly executed this Lease  
as of the day and year first above written.

(CORPORATE SEAL)

ATTEST:

By:

Vol. 1. 2. pr  
Secretary

GULF & MISSISSIPPI RAILROAD  
CORPORATION

By:

Thomas A. Stanton  
President

(CORPORATE SEAL)

ATTEST:

By:

Laurence P. Prange  
Laurence P. Prange  
Assistant Secretary

EVANS RAILCAR LEASING COMPANY

By:

William M. Sheehan  
William M. Sheehan  
Vice President Marketing

STATE OF ILLINOIS  
COUNTY OF COOK

On this 6<sup>th</sup> day of November, 1985, before me personally appeared Mr. M. Sheehan, to me personally known, who being by me duly sworn, says that he is Vice President of EVANS RAILCAR LEASING COMPANY, and Laurence P. Chagne personally known to me to be the Asst Secretary of said corporation, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and they acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Janeth C. Benedetti  
Notary Public

My Commission Expires July 25, 1987

STATE OF  
COUNTY OF

Mississippi  
Lownes

On this 3<sup>rd</sup> day of January, 1986, before me personally appeared Thomas A. Martin, to me personally known, who being by me duly sworn, says that he is President of Gulf and Mississippi Railroad, and Walter B. Dixon personally known to me to be the Secretary of said corporation, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and they acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Linda J. Webber  
Notary Public

LINDA J. WEBBER  
NOTARY PUBLIC  
LOWNDES COUNTY, MISSISSIPPI  
My Commission Expires November 4, 1989

EXHIBIT A

Exhibit A to Schedule dated to Lease dated , by and between EVANS RAILCAR LEASING COMPANY ("Evans") and ("Lessee").

CERTIFICATE OF ACCEPTANCE

Evans Railcar Leasing Company  
2550 Golf Road  
Rolling Meadows, IL 60008

Gentlemen:

The undersigned, being a duly authorized representative of Lessee, hereby accepts \_\_\_\_\_ (\_\_\_\_) Cars bearing numbers as follows:

for the Lessee pursuant to the Lease and certifies that each of said Cars is plainly marked in stencil on both sides of each Car with the words

EVANS RAILCAR LEASING COMPANY  
OWNER AND LESSOR

Title to this Car subject to documents recorded  
under Section 11303 of Interstate Commerce Act

in readily visible letters not less than one inch (1") in height; and that each of said Cars conforms to, and fully complies with the terms of said Lease and is in condition satisfactory to the Lessee. If the Lessee is a railroad, Lessee hereby certifies that it is an interstate carrier by rail and that the Cars are intended for actual use and movement in interstate commerce.

\_\_\_\_\_  
Lessee

SCHEDULE 2

Page 1 of Schedule 2 dated August 27, 1987, to Lease dated August 15, 1985, by and between EVANS RAILCAR LEASING COMPANY ("Evans") and GULF & MISSISSIPPI RAILROAD CORPORATION ("Lessee").

TYPE AND DESCRIPTION OF CAR:

Used 50' 70-ton XM box cars

NUMBER OF CARS:

Thirty-Two (32)

INTERIOR EQUIPMENT:

None

SPECIAL LININGS:

None

PERMITTED LADING USE:

Non-Corrosive Commodities

REPORTING MARKS AND NUMBERS:

GMSR 49501; 49502; 49504; 49505; 49507; 49509; 49514; 49518-49520;  
49524-49527; 49529-49534; 49537; 49542; 49545; 49548; 49549; 49552;  
49554; 49556; 49561; 49563; 49565; 49569

SPECIFICATIONS DESIGNATED BY LESSEE:

None

INITIAL F.O.B. POINT:

Currently in Lessee's possession



Page 2 of Schedule 2 dated August 27, 1987, to Lease dated August 15, 1985, by and between EVANS RAILCAR LEASING COMPANY ("Evans") and GULF & MISSISSIPPI RAILROAD CORPORATION ("Lessee").

LEASE TERM:

One (1) year effective August 1, 1987

EVANS' PERCENTAGE OF  
CAR HIRE RECEIVED:

MINIMUM AVERAGE MONTHLY  
RENTAL PER CAR:

in the event the earnings are less than the stated minimum, Lessee agrees to pay to Evans the difference between the minimum and the actual car hire received by Evans.

SPECIAL TERMS:

None

(CORPORATE SEAL)

ATTEST:

By: \_\_\_\_\_  
Secretary

GULF & MISSISSIPPI RAILROAD  
CORPORATION

By: Clarence J. Brown  
President

(CORPORATE SEAL)

ATTEST:

By: Laurence P. Prange  
Laurence P. Prange  
Assistant Secretary

EVANS RAILCAR LEASING COMPANY

By: William M. Sheehan  
William M. Sheehan  
Vice President Marketing